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ATTACHMENT II

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ATTACHMENT II**RESALE****Section 1. General**

[Resolved -- Issue No. IV-39]

1.1 Verizon shall make available to MCIIm, in accordance with this Agreement and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act). Verizon's Telecommunications Services for resale by MCIIm (which services, as of [FILL IN ACTUAL EFFECTIVE DATE OF AGREEMENT] in Virginia include, without limitation, Centrex, Station Message Desk Interface (SMDI), Operator Services and Directory Assistance Services ("OS/DA"), Advanced Services (as such term is defined by the FCC), and 311 services; provided that Verizon shall make Advanced Services available either directly or, at its option, through Verizon Advanced Data Inc. (VADI), an affiliated entity that is subject to Section 251(c) of the Act; provided finally, that notwithstanding any other provision of this Agreement but subject to the "change-of-law" provisions of this Agreement, Verizon shall be obligated to provide Telecommunications Services to MCIIm for resale only to the extent required by Applicable Law.

1.2 To the extent required under Applicable Law, Verizon will apply to the bills it provides to MCIIm under this Attachment, the wholesale discount set forth in the Pricing Attachment of this Agreement to Telecommunications Services that Verizon offers on a retail basis to its Customers that are not Telecommunications Carriers.

Section 2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by MCIIm under this Resale Attachment only for the purpose of resale by MCIIm as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by MCIIm for other purposes (including, but not limited to, MCIIm's own use) must be purchased by MCIIm pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, or obtained out of applicable Verizon Tariffs.

2.2 Resale of Specific Telecommunications Services. MCIIm's resale of the Verizon Telecommunications Services described below shall be subject to the following:

2.2.1 Residential service shall only be resold to persons eligible to subscribe to such service from Verizon (persons not so eligible including,

but not limited to, business Customers or other nonresidential Customers (e.g., coin));

2.2.2 Usage allowances described in Verizon's tariffs for any particular Telecommunications Service (e.g., directory assistance free usage allowance) shall not be aggregated by MCIIm for more than one end user Customer. MCIIm, when ordering Verizon tariffed volume discount offerings, if any, may aggregate multiple MCIIm end users in order to qualify for such volume discount offerings, subject to any rights Verizon may have under Applicable Law to contest such aggregation.

2.2.3 Lifeline, Link Up America, other means-tested service offerings, and other Voluntary Federal Subscriber Financial Assistance Programs shall only be resold to persons eligible to subscribe to such service offerings from Verizon. Customer service records provided to MCIIm in connection with this Attachment will reflect Verizon's current practice of indicating through use of a code that a Customer is subscribing to Lifeline. In addition to any other actions taken by MCIIm to comply with this Section 2.2.3, MCIIm shall take those actions required by Applicable Law to determine the eligibility of MCIIm Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested service offerings, required by Applicable Law. MCIIm shall indemnify Verizon in accordance with Section [19] of Part A of this Agreement.

2.2.4 Grandfathered or discontinued service offerings may be resold only to persons eligible to subscribe to such service offerings from Verizon (for purposes of this Attachment, grandfathered Telecommunications Services are Telecommunication Services that Verizon offers to retail end users who were subscribers of such services at the time the service was grandfathered, but which Verizon does not make available to new end users or to end users who were not subscribers to such services at the time the services were grandfathered).

MCIIm is subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathered or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.3 Unless Verizon is required under Applicable Law to make available to MCIIm products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services, MCIIm shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain such products or services.

2.4 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to MCIIm Customers, and will assess such charges upon such interexchange carriers.

2.5 Each Party will work cooperatively with the other Party with respect to practices and procedures for handling of law enforcement and service annoyance calls.

Section 3. Availability of Verizon Telecommunications Services

3.1 Verizon shall provide Telecommunication Services available to MCIIm for resale under this Attachment on terms and conditions that are reasonable and non-discriminatory, including but not limited to, in terms of service quality and provisioning time intervals. In so doing, Verizon will provide a Verizon Telecommunications Service to MCIIm for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's Customers.

3.2 Except as otherwise required by Applicable Law and subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of MCIIm.

3.3 Verizon shall not be obligated to offer to MCIIm at a wholesale discount Telecommunications Services that Verizon offers pursuant to a short-term promotion as defined in 47 CFR § 51.613.

3.3.1 Where a Verizon Telecommunications Service that is otherwise available for resale by MCIIm under this Attachment is subject to a short-term promotion within the meaning of 47 CFR § 51.613, Verizon shall make the Telecommunications Service available to MCIIm alternatively at the short-term promotional rate (without applying a wholesale discount) or at the subject service's non-promotional rate less the wholesale discount applicable under this Agreement, if any.

3.3.2 MCIIm shall offer a promotion obtained from Verizon only to those MCIIm Customers who would qualify for the promotion if they received it directly from Verizon; however, Verizon's offering of a particular Telecommunications Service under a promotional discount will not limit

MCIm's ability to obtain that service for resale to its Customers that do not qualify for the promotion at the service's non-promotional rate less any wholesale discount applicable under this Agreement.

3.4 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to MCIm for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement for services such as selected N11 services, or individual case based pricing arrangement or a special assembly of Telecommunications Services) that Verizon is providing to a Verizon Customer at the time the CSA is requested by MCIm.

Section 4. Customer of Record/Responsibility for Charges

4.1 MCIm will be the Customer of record for all Verizon Telecommunications Services provided by Verizon to MCIm pursuant to this Resale Attachment. Verizon will take orders from and bill MCIm for all Telecommunications Services provided pursuant to this Resale Attachment.

4.2 MCIm shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

Section 5. Operations Matters

5.1 Facilities.

5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

5.1.2 Verizon shall have access at all reasonable times to MCIm Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. MCIm shall, at MCIm's expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by MCIm or MCIm Customers for use with Verizon Telecommunications Services

5.2 Branding.

5.2.1 Except as stated in Section [5.2.2], in providing Verizon Telecommunications Services to MCIIm, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to MCIIm to use Verizon's Marks.

5.2.2 To the extent required by Applicable Law but subject to the change-of-law provision of this Agreement, upon request by MCIIm and at prices, terms and conditions to be negotiated by MCIIm and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by MCIIm's trade name, or that are not identified by trade name, trademark or service mark.